

The 18th June, 1974

No. 9640.—Whereas the declaration under Section 6 of the Land Acquisition Act, 1894, in respect of the land specified below has been made and published in *Haryana Government Gazette*,—vide Notification No. 7996/2-L dated 16th May, 1974.

Now, therefore, in exercise of the powers under section 7 of the Land Acquisition Act, 1894, the Governor of Haryana hereby directs the Land Acquisition Collector, Public Works Department, Irrigation Branch, Ambala to take order for the acquisition of the said land.

SPECIFICATIONS

District	Tehsil	Village	Area in acres	Boundary
Bhiwani	Dadri	Ramalwas	22.76	A strip of land 14,250 ft. in length varying in widths lying generally in the direction from North-West to South-East and then South-West to North-East as demarcated at site and as shown on the plan and passing through the Khasra numbers as already sent to you.
Bhiwani	Dadri	Jhojhu	2.93	
		Kalan	—	
		Total	25.69	

By order of the Governor of Haryana,

R. S. MEHRA,

Superintending Engineer,
Loharu Canal Circle, Rohtak.

LABOUR DEPARTMENT

The 13th June, 1974

No. 4630-4L-74/19070.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following order of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of, M/s Curewel (India) Ltd., Plot No. 2 Sector 6, Faridabad.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 21 of 1973

between

THE WORKMAN SHRI J.P. SHARMA, AND THE MANAGEMENT OF M/S CUREWEL (INDIA) LIMITED, PLOT NO. 2. SECTOR-6, FARIDABAD.

Present.—

Shri J.P. Sharma concerned workman, in person.

Shri W.C. Sharma, for the management.

AWARD

Shri J.P. Sharma concerned workman was in the service of M/s Curewel (India) Ltd. Plot No. 2, Sector-6, Faridabad on probation. The management terminated his services with effect from 26th July, 1972. He raised a demand for reinstatement contending that the order of the termination of his services was wrongful. The management did not accept his demand. This gave rise to an industrial dispute. The matter was taken up for conciliation which also ended in failure.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana referred the dispute for adjudication to this Tribunal, *vide* order No. ID/FD/72/10725 dated 17th March, 1973 in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 with the following terms of reference.

Whether the termination of services of Shri J.P. Sharma was justified and in order? If not, to what relief is he entitled?

Usual notices were given to the parties and they put in their respective pleas. The workman reiterated his claim for reinstatement and payment of back wages as earlier raised through the demand notice dated 26th September, 1972 which form part of the present reference. The management contested his claim mainly on the ground that he was a probationer and since his work had not been found to be satisfactory, his services were terminated and he was asked to collect his dues in full and final settlement of his claim after handing over the charge.

The issue that arose for determination in the case was precisely the same as per the terms of reference stated above. Shri A.K. Mohan, Personnel officer of the management has come into the witness box as M.W.1 and proved the letter of appointment Exhibit M-1, warnings given to the workman *vide* letters Exhibits M-2, M-3, M-4, M-5 to improve his work. The letter of extension of the period of probation by another three months Exhibit M-6, the termination letter Exhibit M-7, letters written to him for the collection of his dues Exhibit M-8, M-9, letter written to the Authority under the Payment of Wages Act Exhibit M-10. On the other hand Shri J.P. Sharma has himself come into the witness box and produced as many as 20 documents including the letter dated 15th February, 1972 regarding his appointment on probation for three months Exhibit W-1, letter dated 3rd March 1972 written to him by the Secretary containing some instructions regarding the performance of his duties Exhibit W-2, letter dated 8th July, 1972 written by him protesting against the deduction of some of his dues Exhibit W-3, letter dated 14th May, 1972 extending the period of his probation for another period of three months till 15th July, 1972 Exhibit W-5, letter written by him on 17th July, 1972 protesting against the extension of the period of probation and contending that he was supposed to have been confirmed Exhibit W-6, postal receipt Exhibit W-7, letter dated 15th July, 1972 by which his services were terminated Exhibit W-8, AD receipt Exhibit W-9, postal receipt Exhibit W-10, another letter dated 26th July, 1972 Exhibit W-11, charge report Exhibit W-12, letter dated 3rd August, 1972 written to him by the management reminding him that he was required to clear his account Exhibit W-13, application dated 16th August, 1972 addressed to the management asking for the clearance of his account Exhibit W-14, letter dated 21st March, 1973 informing him that in compliance with the order of the Conciliation Officer the money has been deposited in his office Exhibit W-15, statement showing receipt of certain materials by him on 19th July, 1972 Exhibit W-16, another statement of the same nature dated 20th July, 1972 Exhibit W-17, Sick leave application dated 2nd June, 1972 Exhibit W-18, another leave application dated 17th June, 1972, Exhibit W-19, letter dated 24th February, 1973 addressed by the management to the authority under the Payment of Wages Act intimating that the worker had not come forward to collect the amount as per order dated 16th February, 1973 Exhibit W-20.

The case has been argued on both sides and I have given a thoughtful consideration to the material on record. After a close and careful scrutiny of the documents produced not only by the management but by the workman concerned, I am quite clear in my mind that the claim of the workman for reinstatement or payment of any back dues is not well founded. He was appointed on probation for three months by order dated 15th February 1972 copy Exhibit M-1 produced by management and Exhibit W-1 produced by the workman himself. He was given four letters of warning that his performance was not satisfactory and he should improve the same *vide* copies whereof are on record as Exhibit M-2, M-3, M-4, M-5. The management, however, extended the period of his probation for another three months *vide*, letter dated 14th May, 1972 copy Exhibit M-6 produced by the management and Exhibit W-5 produced by himself. He again failed to show any improvement in his work. The management, therefore, terminated his services *vide* order dated 15th July, 1972 copy Exhibit M-7, the equivalent of which is copy Exhibit W-8 produced by the workman. There is then further correspondence between the parties regarding collection of dues etc. The workman had moved an application before the Authority under the Payment of Wages Act and *vide* order dated 16th February, 1973 the said Authority had decided that a sum of Rs 301.66 be paid to this workman. Since he did not come to collect the dues the amount was deposited in the office of the Authority under the Payment of Wages Act from where he admittedly collected the same. His contention is that he had received the payment of the amount under protest but no protest in writing was admittedly made by him.

So, taking into consideration all the facts and the circumstances of the case discussed above I have no difficulty whatever concluding that this workman was only on probation and when his performance had not been found to be satisfactory the management was fully within its rights to terminate his services. His contention that after the expiry of the period of three months probation fixed in the original letter of his appointment he should have been treated as a confirmed employee is neither warranted by the facts on record nor is it tenable under the law. As already pointed out the period of probation was extended by another three months till 15th of July 1972 but he did not show any improvement in his work. The management terminated his services by order dated 15th February 1972. His contention is that this letter was delivered to him late but that does not in any way help him. The matter has been set at rest by a recent judgement of the Hon'ble the Supreme Court in *Keddar Nath Behal*

versus State of Punjab and others reported as 1973 (27) FBR-page 20 (S.C.) wherein the Hon'ble the Supreme Court has been pleased to observe as under :—

“Unless the terms of appointment clearly indicate that confirmation would automatically follow at the end of the specified period of probation or there is a specific service rule to that effect expiry of the period of probation does not lead to confirmation and the employee will continue as probationer till an order of confirmation is passed.”

In view of the above rule of law laid down by Hon'ble the Supreme Court the present workman has no case whatever to challenge the validity of the order of his termination simplicitor passed by the management after the expiry of the period of probation keeping in view the fact that his work was not upto the mark and he had failed to improve the same inspite of warning and extension of the probation period. The impugned order has not been passed by way of punishment nor has any stigma been attached to him. It is an order of termination simplicitor passed on the grounds discussed above and as such has to be upheld.

So, for the reasons aforesaid the issue involved is decided against the workman and in favour of the management holding the termination of his services to be justified and in order and as such he is not entitled to any relief by way of reinstatement or payment of back wages, the dues prior to the termination order having admittedly been received by him from the office of the Authority under the Payment of Wages Act. The award is accordingly made but there shall be no order as to costs.

Dated 9th May, 1974.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 449 dated 20th May, 1974

Forwarded (four copies) to the Secretary to Government, Haryana Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 9th May, 1974.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 4631-4L-74/19077.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Laxmi Flour Mills, 13/6 Mathura Road, Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 135 of 1973

between

Shrimati Shanti workman and the management of M/s Laxmi Flour Mills, 13/6 Mathura Road, Faridabad.

Present.—

Shrimati Shanti concerned workman with Shri Krishan Lal authorised representative.

Shri S.L. Gupta for the management.

AWARD

The management of M/s Laxmi Flour Mills, 13/6, Mathura Road, Faridabad had engaged the services of Shrimati Shanti, the present worker, as a sweeper at Rs 106 P.M. Her services were, however, terminated after two years by order dated 22nd December, 1972. She raised a protest and demanded reinstatement as the termination of her services had been brought about without any notice or charge-sheet but there was no satisfactory response from the management. She then gave the demand notice dated 18th April, 1973 Exhibit W 1 through Shri K.L. Sharma, Union leader INTUC Faridabad. The management did not appear in the conciliation proceedings and no reply was sent to her demand notice.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana, referred the dispute for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947,—vide order No. ID/FD/73/ 33117, dated 20th July, 1973 with the following terms of reference.

Whether the termination of services of Shrimati Shanti is justified and in order ? If not, to what relief is she entitled ?

Usual notices were given to the parties. In the statement of claim filed on behalf of the worker the demand for reinstatement with continuity of previous service with full back wages as earlier raised in the demand notice referred to above was reiterated. The management did not file any written statement denying the allegations of the worker. However, a memorandum of settlement dated 23rd July, 1973 was placed on record and it was pleaded that the dispute having been settled with the worker, she was not entitled to any relief in the case.

Shrimati Shanti did not admit the said settlement nor her alleged thumb-mark on the memorandum of settlement at mark 'A'. The following issue was framed.—

Whether the dispute the subject-matter of the reference has been settled,—vide memorandum of settlement dated 23rd July, 1973 as alleged by the management ? (on management)

The burden of this issue was on the management. The management did not produce any evidence on the date fixed and adjournment was granted for today subject to the payment of Rs 30 as costs. Costs have not been paid nor has any evidence been produced to prove the said settlement. Shri S. L. Gupta who had been representing the management in the case has made a statement withdrawing himself from the proceedings for want of instructions from the management in spite of the fact that he had requested the management to pay the costs and produced evidence to prove the said settlement.

Evidence of the worker has, therefore, been recorded. She has made her own statement in support of her case which finds further corroboration in the testimony of Shri K. L. Sharma, Field Organiser of INTUC, Faridabad. He has stated on solemn affirmation that he had approached the management along with the worker to reinstate her but the management flatly refused to take her back on duty. He has further supported the statement of the worker that during the period of her forced unemployment she has not been gainfully employed anywhere in spite of efforts.

Taking into consideration the facts discussed above, I am satisfied that the claim of the worker is well founded and the management has simply failed to justify that termination of her services as well as the pleas of settlement of the dispute raised in the case.

For the reasons aforesaid the issue involved in the case is decided against the management holding that there has been no settlement of the dispute between the parties as alleged and that the termination of the services of the worker is not justified and in order and, in the result, she is entitled to reinstatement with continuity of her previous service and full back wages. She is also entitled to Rs 50 as costs of the present proceedings. The award is made accordingly.

Dated 10th May, 1974

O. P. SHARMA

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad

No. 448 dated 20th May, 1974

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 10th May, 1974

O. P. SHARMA,

Presiding Officer
Industrial Tribunal, Haryana,
Faridabad.